

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

975 Walton Bronx LLC,

Debtor.

)
) Chapter 11
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) Case No. 21-40487 (JMM)
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**NOTICE OF THE EFFECTIVE DATE OF WALTON IMPROVEMENT GROUP LLC'S
AMENDED PLAN OF LIQUIDATION FOR THE DEBTOR**

PLEASE TAKE NOTICE that on October 26, 2023, the Honorable Jil Mazer-Marino, United States Bankruptcy Judge for the United States Bankruptcy Court for the Eastern District of New York (the “Bankruptcy Court”), entered the *Order Granting Walton Improvement Group LLC’s Motion for Reconsideration of the Order Denying Confirmation and Confirming Walton Improvement Group LLC’s Amended Plan of Liquidation for the Debtor* [ECF No. 277] (the “Confirmation Order”) confirming *Walton Improvement Group LLC’s Amended Plan of Liquidation for the Debtor*, dated October 16, 2023 [ECF No. 269] (the “Plan”).¹

PLEASE TAKE FURTHER NOTICE that on December 28, 2023 all conditions precedent to consummation of the Plan were satisfied or waived in accordance with Article 10 of the Plan. Further, no stay of the Confirmation Order is in effect. Accordingly, December 28, 2023 is the Plan Effective Date. As of the Plan Effective Date, the injunctions set forth in paragraph 18 of the Confirmation Order are now in place.

PLEASE TAKE FURTHER NOTICE that, in accordance with Section 8.1 of the Plan, on the Plan Effective Date, all executory contracts and unexpired leases to which the Debtor is party, other than Tenant Leases and the CBA (as amended pursuant to the Stipulation of Settlement), shall be deemed rejected as of and subject to the occurrence of the Plan Effective Date, unless such contract or lease (i) was previously assumed or rejected by the Debtor pursuant to an order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or (iii) is an executory contract or unexpired lease that is included in a pending motion to assume such executory contract or unexpired lease.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof (including all documents and agreements executed pursuant thereto or in connection therewith) and the Confirmation Order are effective and enforceable and shall bind the Debtor, the Lender, all holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other person giving, acquiring, or receiving property under the Plan, all non-Debtor parties to executory contracts and unexpired leases with the Debtor, any other party in interest in this chapter 11 case, and the respective heirs, executors, administrators, successors, or assigns, if

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

any, of any of the foregoing. All settlements, compromises, injunctions, waivers, discharges, exculpations, and releases set forth in the Plan and in paragraphs 18-20 of the Confirmation Order are effective and binding on any Entity that may have had standing to assert any settled, compromised, released, waived, discharged, exculpated, or enjoined Causes of Action.

PLEASE TAKE FURTHER NOTICE that, in accordance with Sections 1.3 and 2.5 of the Plan, the Administrative Expense Claims Bar Date is January 29, 2024.

Dated: January 10, 2024
New York, New York

/s/ Benjamin Mintz
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